

FOR USE IN EEO RELATED CASES NOT ALLEGING AGE DISCRIMINATION

Settlement Agreement (EEO w/o Age)

This agreement is entered into between Carlos Almodovar, hereinafter referred to as the "Aggrieved Person or Complainant," and the Department of Veterans Affairs, VA Maine Healthcare System, hereinafter referred to as the "Agency."

1. In return for, and in consideration of the actions of the Agency set forth in paragraph 2 below, the Aggrieved Person/Complainant hereby:

a. Voluntarily withdraws all pending informal and formal EEO complaints, including but not limited to EEO Case No. 200H-0402-2011103040.

b. Waives any and all actions, claims, complaints, EEO complaints, grievances, appeals and proceedings of whatever nature against the Agency, its past and present officers and employees, in their personal as well as their official capacities, including attorney fees, which are now or hereafter may be asserted by him/her or on his/her behalf based on any action taken as of the date of Aggrieved Person/Complainant's execution of this agreement, with the exception of any claims that may arise by reason of breach of any term of this settlement agreement.

c. The Aggrieved Person/Complainant further agrees that the Agency may submit the agreement as evidence of withdrawal or waiver of any claim to be withdrawn or waived hereunder.

d. The Aggrieved Person/Complainant also agrees to promptly provide any documents or take other action necessary to effectuate the withdrawal, dismissal, or waiver of any claim in compliance with this agreement, or to determine the amount payable by the Agency under this agreement if the settlement agreement contains a term calling for payment of money to the Aggrieved Person/Complainant and/or the Aggrieved Person/Complainant's representative.

2. The Agency shall:

Reduce the proposed corrective action in this complaint from a 14 Day Suspension to a Letter of Reprimand. This letter shall remain in the Aggrieved Person/Complainant's file for 3 years per the current Union Master Bargaining Agreement and removal maybe requested after 6 months by the Aggrieved Person/Complainant per the Master Bargaining Agreement.

3. The parties specifically acknowledge the Aggrieved Person/Complainant has preserved the following rights and responsibilities through the execution of this agreement:

a. The Aggrieved Person/Complainant has thoroughly reviewed the entire agreement and understands its provisions.

b. The Aggrieved Person/Complainant has not waived any rights or claims that may arise after the date this agreement is signed.

c. The Aggrieved Person/Complainant is advised of her/his right to consult with an attorney prior to signing the agreement.

4. Both parties also agree that:

a. This agreement does not constitute an admission of guilt or liability on the part of either party and is entered into solely for the purpose of resolving the stated matters in a manner mutually satisfactory to both parties.

b. This agreement constitutes the entire understanding between the parties. There are no other terms or commitments; either oral or written, to this agreement except those specified herein.

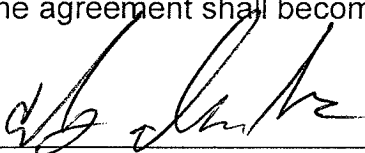
c. This agreement shall not serve as a precedent for resolving any other complaints, which have been or may be filed by the Aggrieved Person/Complainant or any other person.

d. The Aggrieved Person/Complainant acknowledges that if s/he believes the Agency has not complied with the terms of this Settlement Agreement, s/he may notify the Deputy Assistant Secretary for Resolution Management, in writing, within 30 days of the alleged violation and request the terms of this Settlement Agreement be specifically implemented. Alternatively, s/he may request that the EEO complaint be reinstated for further processing from the point processing ceased. Thereafter, the Aggrieved Person/Complainant may appeal to the Equal Employment Opportunity Commission pursuant to 29 Code of Federal Regulations, Section 1614.504 if s/he believes that the Agency has either not fully implemented this Settlement Agreement or improperly failed to reinstate the complaint. The Equal Employment Opportunity Commission states that allegations of subsequent acts of discrimination shall be processed as separate complaints under §1614.106 or § 1614.204. If the Aggrieved Person/Complainant believes that s/he has experienced reprisal since signing the Settlement Agreement, s/he should bring the matter to the attention of an EEO Counselor immediately.

e. The parties enter into this Settlement Agreement freely and voluntarily with no unwarranted duress or undue influence from any person or source.

f. The parties will make best effort to keep the contents of the mediation confidential and agree that any incidents discussed during the mediation will not be part of any future grievance or referred to from this date forward.

The agreement shall become effective the date of the last signature to the agreement.



Carlos Almodovar

05 June 11


Date



Name of Management Official

6.3.11

Date



Reviewed by Regional Counsel

6-3-11

Date



Brian G. Stiller (SES)

6-3-11

Date

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